
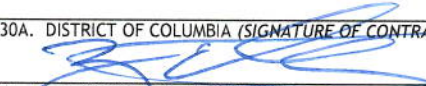


GOVERNMENT OF THE DISTRICT OF COLUMBIA TASK ORDER/DELIVERY ORDER FOR SERVICES OFFEROR TO COMPLETE BLOCKS 29				1. REQUISITION NUMBER RQ971866		PAGE 1 of 4	
2. TASK ORDER AGREEMENT NO. CW55833		3. Award/Effective Date See Block 30c.		4. CONTRACT NUMBER GS-35F-110DA		5. SOLICITATION NUMBER -----	
7. FOR SOLICITATION INFORMATION CONTACT Email: -----		A. NAME -----		B. TELEPHONE (No Collect Calls) -----		8. OFFER DUE DATE: -----	
9. ISSUED BY Office of Contracting and Procurement 441 4TH Street, N.W., Suite 700 South Washington, D.C. 20001				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE %FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV. BUS. <input type="checkbox"/> DCSS SIC: SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> N/A	
						12. PAYMENT DISCOUNT TERMS Net 30 days	
						<input type="checkbox"/> 13. RESERVED 14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFTOP <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP <input type="checkbox"/> 2-STEP	
5. CONTRACTOR / OFFEROR International Business Machines Corporation 600 14th Strret N.W. Washington, D.C. 20005				16. PAYMENT WILL BE MADE BY CODE DC Office of the Chief Technology Officer/Account Payable 200 I Street S.E Washington, D.C. 20003			
15A DUNS NO. 15B TAX ID NO. 17. DELIVER TO DC Office of the Chief Technology Officer 200 I Street S.E Washington, D.C. 20003				18. ADMINISTERED BY DC Office of the Chief Technology Officer 200 I Street S.E Washington, D.C. 20003			
18A. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18B. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 16 UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19 IEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES			21 QUANTI TY	22 UNIT	23 UNIT PRICE	24 AMOUNT
0001-0021	See Attachment B			1	Lot	-----	\$953,192.92
25. ACCOUNTING AND APPROPRIATION DATA PURCHASE ORDER NO.				26. TOAL AWARD (FOR GOVT. USE ONLY) \$953,192.92			
27. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ONE COPY TO THE ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL PAGES SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.				28. THE FOLLOWING DOCUMENTS ARE INCORPORATED BY REFERENCE INTO THIS TASK ORDER IN THE FOLLOWING PRIORITY: (1) CONTRACTOR'S Technical proposal THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE CONTRACT IDENTIFIED IN BLOCK 4.			
29A. SIGNATURE OF OFFEROR /CONTRACTOR 				30A. DISTRICT OF COLUMBIA (SIGNATURE OF CONTRACTING OFFICER) 			
29B. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Trey Crow zSoftware Client Leader		29C. DATE SIGNED 12/27/17		30B. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) Chris Yi Contracting Officer		30C. DATE SIGNED 12-28-17	

Task Order Agreement No. CW55833

1. SERVICES REQUIRED

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide IBM Mainframe software licenses and maintenance to continue the functionality of multiple District applications.

2. FEDERAL SUPPLY SCHEDULE NUMBER

GS-35F-110DA

3. TASK ORDER NUMBER

CW55833

4. TERM OF CONTRACT

The period of performance shall be from the date of Award through September 30, 2018.

4.1 Option to extend the term of the Contract

4.1.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

4.1.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

4.1.3 The price for the option period(s) shall be as specified in the Attachment B of the contract.

4.1.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years or the expiration of FSS contract GS-35F-110DA, whichever occurs earlier.

5. CONTRACTING OFFICER (CO)

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The name, address and telephone number of the Contracting Officer for this task order is:

Chris Yi
Office of Contracting and Procurement

Task Order Agreement No. CW55833

441 4th Street, NW, Suite 700S
Washington, D.C. 20001
Email: Chris.Yi@dc.gov

6. AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- 6.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.
- 6.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- 6.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

7. CONTRACT ADMINISTRATOR (CA)

- 7.1 The CA is responsible for the technical administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the CA is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in writing by the Contracting Officer. The CA for this task order is:

Glenn Minter
Office of the Chief Technology Officer
200 I Street S.E., 5th Floor
Washington, D.C. 20003
Email: Glenn.Minter@dc.gov

- 7.2 It is understood and agreed that the CA shall not have the authority to make changes in the specifications/scope of work or terms and conditions of the contract.
- 7.3 Contractor shall be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

8. PAYMENT

The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

Task Order Agreement No. CW55833

The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

9. INVOICE SUBMITTAL

- 9.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in the task order contract.
- 9.2 The Contractor shall submit payment requests in electronic format through the DC Vendor Portal www.vendorportal.dc.gov by selecting the applicable purchase order number which is listed on the Contractor's profile.
- 9.3 To constitute a proper invoice, the Contractor shall attach to all supporting documentation or information.

10. ATTACHMENTS

- 10.1 Attachment A – Statement of Work
- 10.2 Attachment B - Price Schedule

ATTACHMENT A

Statement of Work

A.1 Scope

The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Office of the Chief Technology Officer (OCTO) seeks a Contractor to provide IBM Mainframe software licenses and maintenance to continue the functionality of multiple District applications.

A.2 Applicable Documents

Not applicable.

A.3 Definitions

Not applicable.

A.4 Background

The Office of the Chief Technology Officer, Mainframe Services Division, has a continuing requirement to host applications deployed on the IBM Z-series server on behalf of the Department of Human Service (DHS), the Department of Motor Vehicles (DMV), the University of the District of Columbia (UDC), the Department of Employment Service (DOES), the Office of the Chief Financial Officer (OCFO), and the Office of Tax and Revenue (OTR). To continue hosting the applications, the IBM suite of software products' licenses' and/or maintenance must be renewed.

A.5 Requirements

A.5.1 The Contractor shall provide the following Annual International License Agreement for the following software to be utilized on the District's IBM Z13s. Serial Number is E61F7:

Line No.	S&S Product ID	License Product ID	Description	Qty.
0001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1
0002	5648D68	5655V41	DB2 Utilities Suite S&S & DB2 Utilities Suite Capacity License Upgrade	1
0003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1
0004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1
0005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1

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0006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1
0007	5741SNS	5741A07	Dir Maintenance Fac S&S	1
0008	5741SNS	5741A07	Performance Toolkit Feat S&S	1
0009	5741SNS	5741A07	z/VM Subscription and Support	1

- A.5.2 The Contractor shall provide the following monthly licenses for the following software to be utilized on the District's IBM Z13s, Serial Number is E61F7:

Line No.	Product ID	Description	Qty.
0010	5615DB2	DB2 11 for z/OS	12
0011	5615DB2	QMF Classic Edition V11	12
0012	5650ZOS	z/OS V2 Base	12
0013	5650ZOS	z/OS V2 RMF	12
0014	5650ZOS	z/OS V2 SDSF	12
0015	5650ZOS	z/OS V2 Security Server	12
0016	5655M32	Compatibility Fonts	12
0017	5655M32	PSF V4 for z/OS	12
0018	5655S71	COBOL V4	12
0019	5655Y04	CICS TS 5 for z/OS	12
0020	5688190	PPFA/370	12
0021	5688191	OGL/370	12

- A.5.3 The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses.
- A.5.4 The Contractor shall warrants and represents that the equipment is eligible for the manufacturer's normal [and extended] warranty and support within the United States to Authorized Users.
- A.5.5 The Contractor shall provide evidence of its authorized reseller agreement or certification and is not purchasing from other than manufacturers or stocking distributors.

ATTACHMENT B
PRICE SCHEDULE

B.4

B.4.1 Base Year

B.4.1.1

Annual International License Agreement					
Contract Line Item No. (CLIN)	S&S Product ID	License Product ID	Description	Qty.	Price
0001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1	\$25,935.00
0002	5648D68	5655V41	DB2 Utilities Suite S&S & DB2 Utilities Suite Capacity License Upgrade	1	\$9,070.00
0003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1	\$11,193.00
0004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1	\$22,386.00
0005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1	\$11,193.00
0006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1	\$0.00
0007	5741SNS	5741A07	Dir. Maintenance Fac S&S	1	\$200.00
0008	5741SNS	5741A07	Performance Toolkit Feat S&S	1	\$840.00
0009	5741SNS	5741A07	z/VM Subscription and Support	1	\$10,780.00
B.4.1.1 Total					\$91,597.00

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B.4.1.2

Monthly Licensing				
Contract Line Item No. (CLIN)	Product ID	Description	Qty.	Price
0010	5615DB2	DB2 11 for z/OS	12	\$202,560.12
0011	5615DB2	QMF Classic Edition V11	12	\$65,457.12
0012	5650ZOS	z/OS V2 Base	12	\$256,679.04
0013	5650ZOS	z/OS V2 RMF	12	\$10,362.84
0014	5650ZOS	z/OS V2 SDSF	12	\$7,815.24
0015	5650ZOS	z/OS V2 Security Server	12	\$17,363.28
0016	5655M32	Compatibility Fonts	12	\$0.00
0017	5655M32	PSF V4 for z/OS	12	\$20,377.32
0018	5655S71	COBOL V4	12	\$38,668.80
0019	5655Y04	CICS TS 5 for z/OS	12	\$234,449.76
0020	5688190	PPFA/370	12	\$3,244.80
0021	5688191	OGL/370	12	\$4,617.60
B.4.1.2 Total				\$861,595.92

B.4.1 Total: \$953,192.92

B.4.2 Option Period One (1)

B.4.2.1

Annual International License Agreement					
Contract Line Item No. (CLIN)	S&S Product ID	License Product ID	Description	Qty.	Price
1001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1	\$26,972.40
1002	5648D68	5655V41	DB2 Utilities Suite S&S	1	\$8,561.28
1003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1	\$11,640.72
1004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1	\$23,281.44
1005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1	\$11,640.72
1006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1	\$0.00
1007	5741SNS	5741A07	Dir Maintenance Fac S&S	1	\$208.00
1008	5741SNS	5741A07	Performance Toolkit Feat S&S	1	\$873.60
1009	5741SNS	5741A07	z/VM Subscription and Support	1	\$11,211.20
B.4.2.1 Total					\$94,389.36

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B.4.2.2

Monthly Licensing				
Contract Line Item No. (CLIN)	Product ID	Description	Qty.	Price
1010	5615DB2	DB2 11 for z/OS	12	\$210,662.52
1011	5615DB2	QMF Classic Edition V11	12	\$68,075.40
1012	5650ZOS	z/OS V2 Base	12	\$266,946.24
1013	5650ZOS	z/OS V2 RMF	12	\$10,777.32
1014	5650ZOS	z/OS V2 SDSF	12	\$8,127.84
1015	5650ZOS	z/OS V2 Security Server	12	\$18,057.84
1016	5655M32	Compatibility Fonts	12	\$0.00
1017	5655M32	PSF V4 for z/OS	12	\$21,192.36
1018	5655S71	COBOL V4	12	\$40,215.60
1019	5655Y04	CICS TS 5 for z/OS	12	\$243,827.76
1020	5688190	PPFA/370	12	\$3,374.64
1021	5688191	OGL/370	12	\$4,802.28
B.4.2.2 Total				\$896,059.80

B.4.2 Total: \$990,449.16

B.4.3 Option Period Two (2)

B.4.3.1

Annual International License Agreement					
Contract Line Item No. (CLIN)	S&S Product ID	License Product ID	Description	Qty.	Price
2001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1	\$28,051.30
2002	5648D68	5655V41	DB2 Utilities Suite S&S	1	\$8,903.73
2003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1	\$12,106.35
2004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1	\$24,212.70
2005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1	\$12,106.35
2006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1	\$0.00
2007	5741SNS	5741A07	Dir Maintenance Fac S&S	1	\$216.32
2008	5741SNS	5741A07	Performance Toolkit Feat S&S	1	\$908.54
2009	5741SNS	5741A07	z/VM Subscription and Support	1	\$11,659.65
B.4.3.1 Total					\$98,164.94

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B.4.3.2

Monthly Licensing				
Contract Line Item No. (CLIN)	Product ID	Description	Qty.	Price
2010	5615DB2	DB2 11 for z/OS	12	\$219,089.04
2011	5615DB2	QMF Classic Edition V11	12	\$70,798.44
2012	5650ZOS	z/OS V2 Base	12	\$277,624.08
2013	5650ZOS	z/OS V2 RMF	12	\$11,208.48
2014	5650ZOS	z/OS V2 SDSF	12	\$8,452.92
2015	5650ZOS	z/OS V2 Security Server	12	\$18,780.12
2016	5655M32	Compatibility Fonts	12	\$0.00
2017	5655M32	PSF V4 for z/OS	12	\$22,040.16
2018	5655S71	COBOL V4	12	\$41,824.20
2019	5655Y04	CICS TS 5 for z/OS	12	\$253,580.88
2020	5688190	PPFA/370	12	\$3,509.52
2021	5688191	OGL/370	12	\$4,994.40
B.4.3.2 Total				\$931,902.24

B.4.3 Total: \$1,030,067.18

B.4.4 Option Period Three (3)

B.4.4.1

Annual International License Agreement					
Contract Line Item No. (CLIN)	S&S Product ID	License Product ID	Description	Qty.	Price
3001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1	\$29,173.35
3002	5648D68	5655V41	DB2 Utilities Suite S&S	1	\$9,259.88
3003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1	\$12,590.60
3004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1	\$25,181.21
3005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1	\$12,590.60
3006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1	\$0.00
3007	5741SNS	5741A07	Dir Maintenance Fac S&S	1	\$224.97
3008	5741SNS	5741A07	Performance Toolkit Feat S&S	1	\$944.89
3009	5741SNS	5741A07	z/VM Subscription and Support	1	\$12,126.03
B.4.4.1 Total					\$102,091.53

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B.4.4.2

Monthly Licensing				
Contract Line Item No. (CLIN)	Product ID	Description	Qty.	Price
3010	5615DB2	DB2 11 for z/OS	12	\$227,852.64
3011	5615DB2	QMF Classic Edition V11	12	\$73,630.32
3012	5650ZOS	z/OS V2 Base	12	\$288,729.00
3013	5650ZOS	z/OS V2 RMF	12	\$11,656.80
3014	5650ZOS	z/OS V2 SDSF	12	\$8,791.08
3015	5650ZOS	z/OS V2 Security Server	12	\$19,531.32
3016	5655M32	Compatibility Fonts	12	\$0.00
3017	5655M32	PSF V4 for z/OS	12	\$22,921.68
3018	5655S71	COBOL V4	12	\$43,497.12
3019	5655Y04	CICS TS 5 for z/OS	12	\$263,724.12
3020	5688190	PPFA/370	12	\$3,649.92
3021	5688191	OGL/370	12	\$5,194.20
B.4.4.2 Total				\$969,178.20

B.4.4 Total: \$1,071,269.73

B.4.5 Option Period Four (4)

B.4.5.1

Annual International License Agreement					
Contract Line Item No. (CLIN)	S&S Product ID	License Product ID	Description	Qty.	Price
4001	5655R08	5655Q08	OMEGAMON XE for DB2 PM S&S	1	\$30,340.28
4002	5648D68	5655V41	DB2 Utilities Suite S&S	1	\$ 9,630.28
4003	5608S74	5698A32	IBM Tiv OMEGAMON XE CICS S&S	1	\$13,094.23
4004	5608S81	5698A33	IBM Tiv OMEGAMON XE z/OS S&S	1	\$26,188.45
4005	5608S72	5698A72	IBM Tiv OMEGAMON DE S&S	1	\$13,094.23
4006	5698S53	5698A79	IBM Tiv Monitoring z/OS S&S	1	\$0.00
4007	5741SNS	5741A07	Dir Maintenance Fac S&S	1	\$ 233.97
4008	5741SNS	5741A07	Performance Toolkit Feat S&S	1	\$982.68
4009	5741SNS	5741A07	z/VM Subscription and Support	1	\$ 12,611.08
B.4.5.1 Total					\$106,175.20

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B.4.5.2

Monthly Licensing				
Contract Line Item No. (CLIN)	Product ID	Description	Qty.	Price
4010	5615DB2	DB2 11 for z/OS	12	\$236,966.64
4011	5615DB2	QMF Classic Edition V11	12	\$76,575.60
4012	5650ZOS	z/OS V2 Base	12	\$300,278.16
4013	5650ZOS	z/OS V2 RMF	12	\$12,123.00
4014	5650ZOS	z/OS V2 SDSF	12	\$9,142.68
4015	5650ZOS	z/OS V2 Security Server	12	\$20,312.64
4016	5655M32	Compatibility Fonts	12	\$0.00
4017	5655M32	PSF V4 for z/OS	12	\$23,838.60
4018	5655S71	COBOL V4	12	\$45,237.00
4019	5655Y04	CICS TS 5 for z/OS	12	\$274,273.08
4020	5688190	PPFA/370	12	\$3,795.96
4021	5688191	OGL/370	12	\$5,401.92
B.4.5.2 Total				\$1,007,945.28

B.4.5 Total: \$ \$1,114,120.48